

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

**SAMMAMISH HILLS OWNERS
ASSOCIATION, a Washington Non-Profit
Corporation,**

Plaintiff

V.

ALLSTATE INSURANCE COMPANY, an Illinois Corporation; GOLDEN BEAR INSURANCE COMPANY, a California Corporation; and DOE INSURANCE COMPANIES 1-10.

Defendants.

NO.

COMPLAINT FOR DECLARATORY RELIEF AND MONETARY DAMAGES

JURY DEMAND

Plaintiff Sammamish Hills Owners Association (“Association”) alleges as follows:

I. INTRODUCTION

1.1 This is an action for declaratory judgment and money damages seeking:

(A) A declaration of the rights, duties, and liabilities of the parties with respect to certain controverted issues under insurance policies issued to the Association by Allstate Insurance Company (“Allstate”) and Golden Bear Insurance Company (“Golden Bear”). The Association is seeking a ruling that each of the Allstate and Golden Bear insurance policies provides coverage for damage at the Sammamish Hills Condominiums and that Allstate and Golden Bear are liable for money damages for the cost of investigating and repairing the damage at the Sammamish Hills Condominiums.

(B) Attorneys' fees and costs (including expert witness fees).

1 (C) Any other relief the Court deems just and equitable.

2 **II. PARTIES AND INSURANCE CONTRACTS**

3 2.1 The Association. The Association is a nonprofit corporation organized under the laws of the
4 state of Washington with its principal place of business located in Issaquah, Washington. The
5 Association has the duty to maintain the common elements and any limited common elements of
6 the Sammamish Hills Condominiums. The Sammamish Hills Condominiums consists of twelve
7 (12) buildings containing a total of one hundred and thirty (130) residential units located in
8 Issaquah, Washington.

9 2.2 Allstate. Allstate is an Illinois domiciled insurer with its principal place of business in
10 Illinois. Allstate sold and issued property insurance policies to the Association including Policy
11 No. 050 789885 (in effect from at least 02/20/2003 – 02/20/2006). The Association is seeking
12 coverage under all Allstate policies issued to the Association and/or covering the Sammamish Hills
13 Condominiums.

14 2.3 Golden Bear. Golden Bear is a California domiciled insurer with its principal place of
15 business in California. Golden Bear sold and issued property insurance policies to the Association
16 including Policy Nos. FP 40309 (in effect from at least 04/07/2012 – 04/07/2013); FP 42729 (in
17 effect from at least 04/07/2013 – 04/07/2014); FP 45417 (in effect from at least 04/07/2014 –
18 04/07/2015); FP 48336 (in effect from at least 04/07/2015 – 04/07/2016); FP 50806 (in effect from
19 at least 04/07/2016 – 04/07/2017); FP 53210 (in effect from at least 04/07/2017 – 04/07/2018); FP
20 55791 (in effect from at least 04/07/2018 – 04/07/2019); FP 58673 (in effect from at least
21 04/07/2019 – 04/07/2020); and FP 62696 (in effect from at least 04/07/2020 – 04/07/2021). The
22 Association is seeking coverage under all Golden Bear policies issued to the Association and/or
23 covering the Sammamish Hills Condominiums.

24 2.4 Doe Insurance Companies 1–10. Doe Insurance Companies 1–10 are currently
25 unidentified entities who, on information and belief, sold insurance policies to the Association that
26 identify the Sammamish Hills Condominiums as covered property.

1 2.5 Sammamish Hills Insurers. Allstate, Golden Bear, and Doe Insurance Companies 1–10
2 shall be collectively referred to as the “Sammamish Hills Insurers.”

3 2.6 Sammamish Hills Policies. The policies issued to the Association by the Sammamish Hills
4 Insurers shall be collectively referred to as the “Sammamish Hills Policies.”

5 **III. JURISDICTION AND VENUE**

6 3.1 This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332
7 (diversity jurisdiction) as the parties are completely diverse in citizenship and the amount in
8 controversy exceeds \$75,000.

9 3.2 Venue is proper in this district pursuant to 28 U.S.C. § 1331(b)(2) as the Sammamish Hills
10 Insurers marketed and sold insurance to the Association in King County; a substantial part of the
11 events giving rise to the claim occurred in King County; and the insured condominium building is
12 located in King County.

13 **IV. FACTS**

14 4.1 Incorporation by Reference. The Association re-alleges the allegations of Paragraphs 1.1
15 through 3.2, above, as if fully set forth herein.

16 4.2 Tender to Sammamish Hills Insurers. On October 23, 2022, the Association tendered
17 claims for insurance coverage to the Sammamish Hills Insurers for hidden damage at the
18 Sammamish Hills Condominiums recently discovered by Evolution Architecture (“Evolution”).
19 The Association understands from Evolution that the cost to repair the covered hidden damage at
20 the Sammamish Hills Condominiums is substantially over the jurisdictional limit of \$75,000.

21 **V. FIRST CLAIM AGAINST THE SAMMAMISH HILLS INSURERS:
22 DECLARATORY RELIEF THAT THE SAMMAMISH HILLS POLICIES
23 PROVIDE COVERAGE**

24 5.1 The Association re-alleges and incorporates by reference the allegations of Paragraphs 1.1
25 through 4.2, above, as if fully set forth herein.

26 5.2 The Association seeks declaratory relief from the Court in the form of determinations
27 regarding the following disputed issues:

1 (A) The Sammamish Hills Policies cover the hidden damage to exterior building
2 components including, but not limited to, weather-resistive barrier, sheathing, and framing at the
3 Sammamish Hills Condominiums.

4 (B) No exclusions, conditions, or limitations bar coverage under the Sammamish Hills
5 Policies.

6 (C) The loss or damage to the Sammamish Hills Condominiums was incremental and
7 progressive. New damage commenced during each year of the Sammamish Hills Policies.

8 (D) As a result, the Sammamish Hills Policies cover the cost of investigating and
9 repairing hidden damage to exterior building components including, but not limited to, weather-
10 resistive barrier, sheathing, and framing at the Sammamish Hills Condominiums.

11 **VI. PRAYER FOR RELIEF**

12 WHEREFORE, the Association prays for judgment as follows:

13 6.1 Declaratory Judgment Regarding Coverage. A declaratory judgment that the Sammamish
14 Hills Policies provide coverage as described herein.

15 6.2 Money Damages. For money damages in an amount to be proven at trial.

16 6.3 Attorneys' Fees and Costs of Suit. For reasonable attorneys' fees and costs (including expert
17 fees). *See Olympic Steamship Co. v. Centennial Ins. Co.*, 117 Wn.2d 37, 811 P.2d 673 (1991), and
18 RCW 48.30.015.

19 6.4 Other Relief. For such other and further relief as the Court deems just and equitable.

20 **VII. DEMAND FOR JURY TRIAL**

21 7.1 Pursuant to Rule 38 of the Federal Rules of Civil Procedure, the Association demands trial
22 by jury in this action of all issues so triable.

23 Dated the 24th day of October, 2022.

24 **STEIN, SUDWEEKS & STEIN, PLLC**

25 _____
26 /s/ *Jerry H. Stein*
27 Jerry H. Stein, WSBA #27721

26 /s/ *Justin D. Sudweeks*
27 Justin D. Sudweeks, WSBA #28755

1 */s/ Daniel J. Stein* _____
2 Daniel J. Stein, WSBA #48739
3 */s/ Jessica R. Burns* _____
4 Jessica R. Burns, WSBA #49852
5 16400 Southcenter Parkway, Suite 410
6 Tukwila, WA 98188
7 Email: jstein@condodefects.com
8 Email: justin@condodefects.com
9 Email: dstein@condodefects.com
10 Email: jessica@condodefects.com
11 Telephone: (206) 388-0660
12 Facsimile: (206) 286-2660
13 **Attorneys for Plaintiff**
14
15
16
17
18
19
20
21
22
23
24
25
26
27